

RECORDATION NO. 12445-A

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RECORDATION NO. 12445-B Filed 1225

MAR 13 1984 - 1 12 PM

12445-A
-B

OF COUNSEL:

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O. MICHAEL FENNER
PATRICIA K. KOLEY

March 8, 1984

No.

Date

Fee \$

ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary of
Interstate Commerce Commission
12th Street & Constitution
Avenue, N.W.
Washington, D.C. 20423

ATTENTION: Mildred Lee, Room 2303

Dear Mr. Secretary:

I have enclosed an original and two executed copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States code.

The documents enclosed are:

1. An Amendment to an existing Railroad Equipment Lease, which Amendment is a secondary document and is dated as of March 12, 1984;
2. An Assignment of a Railroad Equipment Lease, as amended (above), which Assignment is a secondary document and is dated as of March 12, 1984.

The primary document to which both the Amendment and the Assignment are connected is a Railroad Equipment Lease recorded under recordation No. 12445.

With regard to the Assignment, we request that this Assignment be cross-indexed.

The names and addresses of the parties to the Amendment to the Railroad Equipment Lease are:

Lessor: Fremont & Western, Inc.
P.O. Box 80269
Lincoln, NE 68501

Lessee: Lincoln Grain, Inc.
P.O. Box 80269
Lincoln, NE 68501

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Question - C.T. Koley

Mr. James H. Bayne

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The names and addresses of the parties to the Assignment are:

Assignor:

S & Or: Fremont & Western, Inc.
P.O. Box 80269
Lincoln, NE 68501

Assignee:

S & E : Norwest Bank Omaha, National Association
20th & Farnam Streets
P.O. Box 3408
Omaha, Nebraska 68103

A description of the equipment covered by both the Assignment and the Amendment follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

The fee of \$10.00 for recordation of the Amendment and \$20.00 for recordation of the Assignment is enclosed in one check in the amount of \$30.00. Please return the original and any extra copies not needed by the Commission for recordation to the following:

Richard L. Anderson
MCGILL, KOLEY, PARSONAGE
& LANPHIER, P.C.
10010 Regency Circle
Omaha, NE 68114

A short summary of the respective documents to appear in the index follows:

1. AMENDMENT - Amendment between Fremont & Western, Inc., P.O. Box 80269, Lincoln, NE 68501 as Lessor and Lincoln Grain, Inc., P.O. Box 80269, Lincoln, NE 68501, as Lessee, dated effective March 12, 1984 which Amendment amends the Railroad Equipment Lease with recordation No. 12445 dated as of October 1, 1980 and covering two hundred fifty (250) 4,650 cubic feet capacity, covered hopper railroad cars with triple compartment construction bearing reporting marks LGIX 585-834, both inclusive.

2. Assignment between Fremont & Western, Inc., P.O. Box 80269, Lincoln, NE 68501, as Lessor and Norwest Bank Omaha, National Association, 19th & Douglas, Omaha, NE 68102 as Lessee dated March 12, 1984, and covering two hundred fifty (250) 4,650 cubic feet capacity, covered hopper railroad cars with triple compartment construction (the cars) bearing reporting marks LGIX 585-834, both inclusive, and connected to the Railroad Equipment Lease,

Mr. James H. Bayne

March 8, 1984

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a primary document, with recordation No. 12445 recorded
2:10 P.M. on October 26, 1980.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Richard L. Anderson".

Richard L. Anderson
McGILL, KOLEY, PARSONAGE
& LANPHIER, P.C.

10010 Regency Circle

Omaha, NE 68114

(402) 397-9988

For the Firm

EXHIBIT A

Two hundred fifty (250) 4650 cubic foot capacity covered hopper cars with triple compartment constructions bearing reporting mark and numbers LGIX 585 through LGIX 834, both inclusive.

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INTERSTATE COMMERCE COMMISSION
AMENDMENT
TO
RAILROAD EQUIPMENT LEASE

THIS AMENDMENT TO RAILROAD EQUIPMENT LEASE is entered into effective as of the 12 day of March, 1984, between FREMONT & WESTERN, INC., a Kansas corporation (the "Lessor") and LINCOLN GRAIN, INC., a Kansas corporation (the "Lessee").

RECITALS

1. Lessor and Lessee entered into a Railroad Equipment Lease (the "Lease") dated as of October 1, 1980, whereby Lessor let to Lessee two hundred fifty (250) 4,650 cubic feet capacity, covered hopper cars with triple compartment construction (the "Cars") to bear reporting marks LGIX 585-834, both inclusive.
2. The Lease has been filed with the Interstate Commerce Commission with Recordation No. 12445.
3. The Lessor and the Lessee desire to extend the term of the Lease to extend to April 1, 1989, and to designate Nebraska Law as controlling law.
4. The parties desire to set forth in writing their agreements to extend the lease term and to otherwise modify the Lease.

AGREEMENT

NOW, THEREFORE, in consideration for ten dollars (\$10.00) and other valuable consideration, including the mutual covenants and benefits contained herein, the Lessor and Lessee hereby agree as follows:

A. The termination date of the lease term for each Car designated in Section 3 of the Lease as "September 30, 1987" shall be and is hereby amended to read "April 1, 1989". All of the other terms and provisions of said section shall remain the same.

B. In Section 17, subparagraph 17.5 "Controlling Law", the 1st full paragraph shall be and is hereby amended to read as follows:

"This Lease shall be construed in accordance with the laws of Nebraska provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. 11303."

C. The parties understand and agree that the Lease was originally for 250 Cars of which 11 have been destroyed and that the Lease continues with respect to the balance of 239 Cars. The Cars destroyed bore marks as follows: LGIX 618, 675, 700, 721, 724, 727, 732, 750, 759, 799, and 824.

Lessee and Lessor warrant and represent that, except as provided for herein, all of the representations, covenants, and warranties contained in the Lease are and shall continue to be true. Except the parties hereby ratify and confirm the Lease and agree that as specifically modified herein, the terms and provisions of the Lease shall remain in full force and effect for the full term of the Lease, as extended by this Amendment. This Amendment and the Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this instrument to be executed in its corporate name by its President, or by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed and attested, all as of the day and year first above written.

FREMONT & WESTERN, INC.,
a Kansas corporation

(SEAL)

By Bill C. Macy
Vice-President

ATTEST:

By Ardean A. Arnold
Secretary

LINCOLN GRAIN, INC.,
a Kansas corporation

(SEAL)


By Bill C. Macy
Vice-President

ATTEST:

By Ardean A. Arnold
Secretary

STATE OF Nebraska)
COUNTY OF Douglas) SS:

On this 12th day of March, 1984, before me personally appeared BILL C. MACY, to me personally known, who being by me duly sworn, says that he is the Vice-President of FREMONT & WESTERN, INC., a Kansas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation


 **SUZANN M. GREENHAGEN**
GENERAL NOTARY State of Nebraska
My Comm. Exp. Dec. 19, 1984

My commission expires:
12-19-84

Suzann M. Greenhagen
Notary Public

STATE OF Nebraska)
COUNTY OF Douglas) SS:

On this 12th day of March, 1984, before me personally appeared BILL C. MACY, to me personally known, who being by me duly sworn, says that he is the Vice-President of LINCOLN GRAIN, INC., a Kansas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation

 **SUZANN M. GREENHAGEN**
GENERAL NOTARY State of Nebraska
My Comm. Exp. Dec. 19, 1984
My commission expires:
12-19-84

Suzann M. Greenhagen
Notary Public